

1 A. Sure. Okay.

2 Q. Now, on the bottom of that schedule,
3 you listed a bunch of reject reasons by major
4 reason code. Is that correct?

5 A. That's correct.

6 Q. Can you tell me why in January and
7 February there were no rejects for Caller ID and a
8 hundred and eight rejects for that same issue in
9 March?

10 A. No. I read Mr. Connolly's testimony
11 and apparently there was some dispute about how
12 those things would be handled, but I don't know if
13 that accounted for it.

14 Q. So you don't know why there's that
15 kind of fluctuation as it relates to the rejection
16 reason for that particular reason?

17 A. No.

18 Q. Can you tell me why with the resaler
19 ID on CSR reject there were none in January and
20 February and there were 44 in March?

21 A. No, I can't.

22 Q. Does that fluctuation for that

1 particular reject reason cause you any concern as
2 to the stability of Ameritech's systems?

3 A. Not really.

4 I mean some of the orders go up and
5 some of the numbers go down.

6 And, you know, the rejection rate,
7 the percentage appears to be trending, you know,
8 downward, so hopefully -- you know, these things
9 are interesting because when you talk about
10 stability of systems, these aren't system
11 problems. These are business communication
12 problems between users and providers. So
13 hopefully what that indicates is that these things
14 are being communicated and resolved.

15 Q. You think that the reseller ID problem
16 is a systems communication problem between the
17 users and the providers?

18 A. I think for most of these they're
19 communications one. That particular one, are you
20 referring to the RSID on the CSR does not match?

21 Q. Yes.

22 A. That I believe would be an Ameritech

1 problem.

2 (Whereupon, AT&T Cross
3 Exhibit No. 21 was marked
4 for identification.)

5 MS. MARSH: Q. Let me hand you what I am
6 marking as Cross Exhibit No. 21. Can you identify
7 for me the AT&T Cross Exhibit No. 21 is?

8 A. Yes. That's our engagement letter
9 with Ameritech.

10 Q. Isn't it true in the first sentence of
11 that letter you indicate that Ameritech and
12 Anderson Consulting have an arrangement for
13 Anderson Consulting to provide assistance to
14 Ameritech in the filing of their application to
15 offer interLATA long distance communications
16 services?

17 A. Right.

18 Q. Isn't it true that the only way in
19 which Anderson Consulting could assist Ameritech
20 in that filing would be to provide them with an
21 opinion that the systems were operationally ready?

22 A. I wouldn't conclude that from reading

1 that.

2 That sentence was written just to
3 say that we were going to assist them in whatever
4 activities they were going to do this. At the
5 time when we started this, had no idea what the
6 end would look like.

7 Q. Can I refer you to Page 2, Paragraph
8 2.

9 Do you there indicate that the
10 final deliverable for the overall work effort is
11 an affidavit or written testimony to be used as
12 part of Ameritech's interLATA long distance
13 filing?

14 A. Yes.

15 Q. Isn't it true that the only way
16 Ameritech would use an affidavit provided by
17 Anderson Consulting would be that if that
18 affidavit concluded that the systems were
19 operationally ready?

20 MS. SUNDERLAND: I'll object to speculation
21 about what Ameritech would have done.

22 MS. MARSH: Q. Did you sign this letter,

1 Mr. Meixner?

2 A. Yes, I did.

3 Q. You signed it on behalf of Arthur
4 Anderson Consulting?

5 A. Uh-huh.

6 Q. When you indicated that the overall
7 work effort was to be used as part of Ameritech's
8 filing, what did you understand that to be?

9 A. That any type of supporting material
10 or documentation that we could produce that would
11 support their filing.

12 Q. As an expert who is going to render
13 Ameritech opinions did you believe that Ameritech
14 would use your opinions as part of its filing if
15 you concluded that the systems were not
16 operationally ready?

17 A. Good question.

18 MS. SUNDERLAND: Again, I'll object to
19 speculation.

20 JUDGE GUERRA: I'm going to sustain the
21 objection.

22 MS. MARSH: If I could just have a moment.

1 Thank you, sir. That's all the
2 questions we have.

3 JUDGE GUERRA: Let's go off the record for a
4 second.

5 MS. MARSH: I need to move some exhibits.

6 MS. SUNDERLAND: Yeah, and before we discuss
7 the exhibits, I wanted to confer briefly with my
8 client.

9 JUDGE GUERRA: Why don't we take that up.
10 Take a real short break and let MCI get set up.
11 How much.

12 MR. COHEN: I said 20 but I think I can cut
13 it short, particularly if I have a little break to
14 deal with the overlap.

15 JUDGE GUERRA: We'll take a five-minute
16 break.

17 (Whereupon, a brief
18 recess was taken.)

19 JUDGE GUERRA: Let's go back on the record.

20 MS. SUNDERLAND: Have you formally moved
21 yet?

22 MS. MARSH: I am sorry. AT&T would move for

1 the admission of Exhibits No. 16 through 21.

2 MS. SUNDERLAND: Refresh my recollection
3 what 16 was.

4 MS. MARSH: 16 was the Arthur Anderson team
5 roster.

6 MS. SUNDERLAND: Right. Ameritech Illinois
7 has no objection to 16, 17, 18 or 21.

8 Ameritech Illinois does object to
9 19 and 20.

10 These were documents that
11 Mr. Meixner had never seen, that he was unable to
12 comment on in any way.

13 AT&T Cross Exhibit 19 is not even
14 an Ameritech document. This seems to be a
15 document that was prepared by AT&T for this
16 hearing. The company has never seen this before.
17 We have no idea how it was prepared -- this one.

18 JUDGE GUERRA: Which number?

19 MS. SUNDERLAND: This one.

20 We have no idea how it was
21 prepared. We don't know how AT&T is defining
22 backlog. We do not have any of their underlying

1 work papers.

2 Although 20 is an Ameritech
3 document the witness knew nothing about it, was
4 unable to say anything.

5 I think it's improper to try to
6 introduce these exhibits for any substantive
7 purpose under these circumstances with this
8 witness.

9 JUDGE GUERRA: Let me ask the question: Is
10 there another witness that can answer questions
11 regarding this Ameritech document?

12 MS. SUNDERLAND: I presume on the Ameritech
13 document, yes.

14 On the AT&T document, before this
15 went into evidence for any purpose, we would want
16 to see the work papers to understand how AT&T
17 prepared this document.

18 JUDGE GUERRA: Okay. Who would that witness
19 be?

20 MS. SUNDERLAND: Mr. Rogers.

21 JUDGE GUERRA: Okay. Response?

22 MS. MARSH: Yes, taking 20 first.

1 Mr. Meixner has represented that he
2 is a systems expert and has been for many years,
3 and that he and a team of 34 people conducted a
4 review of the Ameritech OSS interface including
5 looking at CLEC's use of the interface.

6 20 is an Ameritech document which
7 represents certain response times of transactions
8 generated by the Ameritech systems that
9 Mr. Meixner agreed with me relate to interface
10 performance.

11 So although he may not have
12 reviewed it, I believe that we are entitled to ask
13 him questions about the data. It is Ameritech
14 data and it relates to interface performance and
15 he is offering opinions on that interface and has
16 concluded that it's operationally ready.

17 The data is not complicated. I
18 think it's pretty clear what it purports to be.

19 MS. SUNDERLAND: If AT&T is going to make
20 any -- if AT&T simply wants to argue that this was
21 a document that Mr. Meixner didn't look at, that's
22 one thing.

1 If AT&T is going to make any
2 substantive argument about what the data on this
3 document show, then I think it is improper to try
4 to introduce it in this fashion.

5 MS. MARSH: AT&T would make arguments on
6 both points.

7 As to the latter, again I would
8 point out that Mr. Meixner is a systems expert.
9 And this is systems data very much of the type
10 that a systems expert would and could review in
11 connection with his review of systems.

12 We are entitled to show an expert
13 materials that experts normally rely on in the
14 course of rendering opinions. And this is just
15 exactly that type of material.

16 MS. SUNDERLAND: But she's using it for more
17 than the purpose of trying to show that this was a
18 document that he could have but didn't look at.

19 She's trying to make substantive
20 arguments about what this shows and the company
21 has had no opportunity to respond.

22 JUDGE GUERRA: Okay. 19 is not admitted.

1 With respect to 20, I'm going to
2 reserve ruling. Why don't we -- the document is
3 relevant so it will be part of the record.

4 Why don't we have Mr. Rogers --

5 MS. MARSH: I can certainly ask Mr. Rogers
6 questions about it.

7 I am concerned, and maybe this
8 won't be a problem, but we have come to understand
9 that a lot of material that we see in discovery
10 Ameritech witnesses have not seen in rendering
11 their opinions. And I'm just concerned that
12 that's going to become the rule for not allowing
13 documents in.

14 These are Ameritech generated
15 documents and they directly relate to the
16 performance of the systems that Ameritech is
17 saying in this docket are operationally ready.

18 So I would be certainly happy to
19 discuss it with Mr. Rogers, but I'm concerned
20 about the situation where he too says he hasn't
21 seen it.

22 MS. SUNDERLAND: He will respond to

1 questions on this one. And do I understand that
2 19 is being withdrawn?

3 JUDGE GUERRA: No. It's not admitted.

4 MS. SUNDERLAND: It's just not admitted.

5 MS. MARSH: It's not admitted.

6 MS. SUNDERLAND: But I do want to say if
7 AT&T is going to try to get it in through
8 Mr. Rogers, my objection will be the same unless
9 we have the work papers supporting this tonight.

10 MS. MARSH: Conveniently, we do.

11 MS. SUNDERLAND: Wonderful.

12 MS. MARSH: Give them to you right now.

13 JUDGE GUERRA: Let's go off the record for a
14 second.

15 (Whereupon, a discussion was
16 had off the record.)

17 JUDGE GUERRA: Back on the record.

18 I am going to actually admit AT&T
19 Cross Exhibit 20. I think it's relevant.

20 MS. SUNDERLAND: I don't think it should be
21 admitted through this witness.

22 If she wants to re-offer it

1 tomorrow with Mr. Rogers, then we'll address
2 tomorrow whether there's an issue or not an
3 issue.

4 MR. COHEN: May I be heard on this?

5 MS. SUNDERLAND: To some extent my
6 willingness to accede to its introduction depends
7 on whether Mr. Rogers is given a fair opportunity
8 to make whatever response he wants to make to it.

9 MS. MARSH: Certainly Mr. Rogers can respond
10 to it.

11 JUDGE GUERRA: I'm going to admit it because
12 it is relevant to Mr. Meixner's testimony also.
13 And if Mr. Rogers tomorrow also says he's never
14 seen it, I have a relevant document that no one
15 has seen.

16 MS. SUNDERLAND: We're not going to say
17 that.

18 JUDGE GUERRA: He won't say that?

19 MS. SUNDERLAND: Right.

20 JUDGE GUERRA: I'm going to admit it. And
21 but 19 is not admitted --

22 MS. MARSH: Okay.

1 JUDGE GUERRA: At this point in time.

2 (Whereupon, AT&T Cross
3 Exhibits 16, 17, 18, 20, and 21
4 were admitted into evidence.)

5 MS. SUNDERLAND: If I can just have a second
6 so I can give this to my people in the back row.

7 JUDGE GUERRA: Let's proceed.

8 CROSS EXAMINATION

9 BY

10 MR. COHEN:

11 Q. Mr. Meixner, my name is Gary Cohen. I
12 represent MCI. I only have a few questions.

13 A. Okay.

14 Q. If any of my questions create any
15 confusion, please stop me. I'll be glad to
16 rephrase it. Okay?

17 A. Okay. Thank you.

18 Q. Could you turn to AT&T Cross Exhibit
19 21. That's your engagement letter.

20 A. Okay.

21 Q. You indicated, I believe, in your
22 response, responses to Miss Marsh that Anderson

1 Consulting utilized approximately 3500 person
2 hours beginning in March to date; is that correct?

3 A. Yeah, it was 430 days, something like
4 that, right to date through whenever we filed
5 April 4th.

6 Q. Okay. And do you know how long this
7 project will continue? What is the plan?

8 A. Have to ask Ameritech. I know that we
9 continued beyond April 4th in the capacity area
10 and in some of the guides, the operations guides.

11 Q. And you, too, will be, it's your
12 understanding, is it not, that you will be
13 preparing additional affidavits and testimony as
14 required?

15 A. So far as it supports Illinois and
16 Michigan.

17 Q. And I gather in connection with the
18 preparation of those affidavits and testimony for
19 Illinois and Michigan, you will use and expend
20 further manhours, person hours, correct?

21 A. That would be right, good.

22 Q. Your engagement letter indicates on

1 Page 2 that you are paying -- you are going to
2 bill Ameritech your fees on a monthly basis?

3 A. Uh-huh.

4 Q. And that --

5 A. That's right.

6 Q. And payment is expected within 30 days
7 of receipt of the bill?

8 A. That's right.

9 Q. I take it that beginning in March you
10 have indeed billed Ameritech for your services?

11 A. For the work that was performed in
12 March?

13 Q. Yes.

14 A. Yes.

15 Q. And for the work that was performed in
16 April?

17 A. I'm not sure if we submitted an April
18 bill yet.

19 Q. Can you tell me what the total amount
20 your company will bill to Ameritech for the
21 services rendered to date?

22 A. We typically -- I mean, I'm not sure

1 why you're asking. We typically don't disclose
2 fee information among our clients, especially in a
3 public forum.

4 Q. I still have a question pending.

5 MS. SUNDERLAND: So I guess I'm objecting on
6 the grounds that this is proprietary to Arthur
7 Anderson.

8 MR. COHEN: I have two responses. I think
9 it's clearly relevant to show bias. I think it's
10 also obvious that she doesn't have any standing to
11 raise the objection.

12 MS. SUNDERLAND: Since he doesn't have his
13 own counsel here, I will have to do double duty.

14 But I think it's well understood
15 that all experts are paid for their time. I am
16 sure Mr. Connolly is paid for his time. I don't
17 think that being paid for your time versus what
18 the actual amount is is meaningful.

19 MR. COHEN: I do think it's relevant to ask
20 what the amount is and the tribunal is free to
21 draw whatever inferences it deems appropriate from
22 that. But clearly it's relevant fact in assessing

1 credibility.

2 JUDGE GUERRA: Let's do this. Mr. Meixner,
3 would you like to confer with your own counsel
4 regarding that question?

5 THE WITNESS: Yes, I would.

6 JUDGE GUERRA: That question -- I'll reserve
7 ruling until tomorrow on that. If there is no
8 objection --

9 MR. COHEN: I certainly have no objection
10 whatever if Anderson believes it's appropriate for
11 their business needs to put that information under
12 seal, if that's the concern because this is a
13 public forum. I'll be delighted to do that.

14 MS. SUNDERLAND: I think we should give him
15 an opportunity to consult with his counsel.

16 JUDGE GUERRA: I guess that puts him in a
17 position right now to do something that --

18 MR. COHEN: That's fair.

19 MS. SUNDERLAND: We can deal with it as a
20 hearing data request if it turns out we can be
21 accommodating.

22 MR. COHEN: Q. You indicate in your

1 rebuttal testimony at Page 7 that your approach
2 was to look at the interfaces and objectively
3 assess the operational readiness.

4 You can look that, but my question
5 is, is the final work product that you provided to
6 the company the stuff we have seen here today,
7 namely the testimony and some of these schedules
8 that are attached to the testimony, is that it?

9 A. Is that the final product?

10 Q. Yeah.

11 A. Yeah. There's some things I think
12 with respect to testing and ongoing tools that
13 they can use to continually tune their systems for
14 performance in the future that they're going to
15 use and take forward.

16 But as far as the hearing here,
17 that's it.

18 Q. You haven't provided a separate
19 objective assessment, a formal written document
20 objectively assessing the status of these
21 interfaces, have you?

22 A. No. Just what's here.

1 Q. On what date did you reach the
2 conclusion that Ameritech's OSS interfaces were
3 operationally ready?

4 A. It was near the end of our project.
5 Our objective was to ensure that we
6 had at least internal testing in all the cells in
7 our matrix.

8 Q. Say that again, I'm sorry.

9 A. Our objective was to ensure that we
10 had either actual usage or internal testing on all
11 the cells of my little Schedule 3 matrix, I
12 believe it was, and that was probably around
13 April 2nd.

14 Q. And let me ask it this way:

15 On what date, based upon your
16 review of the relevant data, in your opinion did
17 Ameritech's OSS's reach a state of operational
18 redness? Was it November? Was it December? Was
19 it January?

20 A. We didn't begin to work with Ameritech
21 until March.

22 Q. I'm saying looking at the evidence

1 that you reviewed --

2 A. Yes.

3 Q. -- from March, and you indeed did look
4 at past evidence, right?

5 A. We looked at past testing that had
6 been performed, right.

7 Q. What I'm asking is on what date do you
8 believe based upon your review of the historical
9 record did these interfaces reach a state of
10 operational readiness?

11 A. I couldn't give you a date because I'd
12 have to look back in time to before we started.

13 Q. So you have no opinion as to the state
14 of operational readiness before April 2nd?

15 A. Right. I just didn't assess that.

16 Q. Okay. One of the criteria that you
17 look at in making your determination is also in
18 addition to actual use and internal testing
19 carrier-to-carrier testing; isn't that right?

20 A. Yes.

21 Q. Are you familiar with the various
22 types of tests that one would see in

1 carrier-to-carrier testing?

2 A. When you say various types, give me a
3 few examples.

4 Q. Do you know what pilot testing is?

5 A. Well, yeah, you hear the term pilot.
6 Means different things to different people, but I
7 have heard the term.

8 Q. What does it mean to you?

9 A. Pilot is you'd have -- if I was
10 converting a financial system for a client, I
11 might pick a small group of users to be the pilot
12 or one business unit, for example, and they would
13 be the first one.

14 Q. What about connectivity testing. Are
15 you familiar with that term?

16 A. There's pilot, connectivity,
17 integration, end to end. There's all kind of
18 terms.

19 Q. End to end testing is what?

20 A. Which one?

21 Q. End to end testing?

22 A. End to end, from the beginning through

1 the end of the system.

2 Q. Okay. And that's one of the tests and
3 that would include the interface in the systems on
4 both ends, right?

5 A. End to end would, yes.

6 Q. Are you familiar with something called
7 transaction content testing?

8 A. I haven't heard that term.

9 Q. What about stress testing?

10 A. That's what I refer to typically as
11 what we did in the volume testing area, the
12 computer capacity.

13 Q. And what you do there is try to
14 measure the maximum extent of projected capacity
15 and see if the systems will hold up under that
16 type of stress, right?

17 A. How many transactions per hour,
18 whatever, can you pump through.

19 Q. Let me look. I have a few questions
20 on your Schedule 3.

21 A. Okay.

22 Q. And that's your matrix which describes

1 the various OSS functionalities and the products
2 mix.

3 A. Product groups, yes.

4 Q. Pardon me?

5 A. The product groups?

6 Q. Yes.

7 A. Right, okay.

8 Q. Let's talk first about the pre
9 ordering interface. That's the EDI interface?

10 A. It's one of the EDI, yes.

11 Q. Under pre ordering you have parens.
12 EDI?

13 A. Yeah, but EDI also applies to ordering
14 on the right-hand side, too, but, yes, it's an
15 EDI.

16 Q. And for the ordering and provisioning
17 category, you make reference to both the EDI and
18 ASR interfaces?

19 A. That's right.

20 Q. Just to make sure, again, I understand
21 some of this stuff, under ordering and
22 provisioning, do you see that?

1 A. Yes.

2 Q. The first two categories, one is
3 assuming an account as is?

4 A. Yes.

5 Q. The second one, assuming an account as
6 specified?

7 A. Yes.

8 Q. Could you tell me what that is, and
9 maybe I can -- I'm familiar with the term
10 migration as specified where a carrier specifies
11 the precise services that its new customer or its
12 customer wants.

13 That's what I'm assuming account as
14 specified means.

15 A. Yeah. My understanding is assuming an
16 account as is means you assume that account, for
17 example, a residential customer with the same type
18 of services that he has today and as specified may
19 involve some change like you add call waiting for
20 the account.

21 Q. Let's talk about the pre ordering
22 functionality. I want to focus first on due date